

EXHIBIT 3

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
(HOUSTON DIVISION)

In re:

UPLIFT RX, LLC, et al.¹

CASE NO. 17-32186, et seq.
CHAPTER 11
(Jointly Administered)

Debtors.

TOLLING AGREEMENT

THIS TOLLING AGREEMENT (the “Agreement”) is made effective as of the 11th day of October, 2019 (the “Effective Date”), by and between the following parties: (i) Mark Shapiro (the “TRUSTEE”), Liquidating Trustee for the Liquidating Trust for the post-confirmation estates of the above-captioned debtors (collectively, the “Debtors”); and (ii) Brown & Fortunato, P.C. (“B&F”) (the TRUSTEE and B&F shall sometimes collectively be referred to herein as the “Parties”).

WITNESSETH

WHEREAS, on April 7-9, 2017, each of the Debtors filed with the Bankruptcy Court in the above-captioned proceeding (the “Court” or “Bankruptcy Court”) a voluntary petition for relief under Chapter 11 of the Bankruptcy Code;

WHEREAS, on April 10, 2017, the Court entered an order directing the joint administration of the above-captioned cases;

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtors’ federal tax identification number, as applicable, are: Uplift Rx, LLC (9306); Belle Pharmacy, LLC (0143); Alliance Medical Holdings, LLC (5945); Geneva Pharmacy, LLC (1929); Ohana Rx, LLC (1722); Benson Pharmacy, Inc. (6606); Kendall Pharmacy, Inc. (0825); Richardson Pharmacy, LLC (9566); Innovative Rx, LLC (9986); Charleston Rx, LLC (5852); On Track Rx, LLC (9021); Uinta Rx, LLC (7157); Goodman Pharmacy, LLC (9373); BrooksideRx, LLC (5927); Osceola Clinic Pharmacy, LLC (4886); Oak Creek Rx, LLC (9722); Waverly Pharmacy, LLC (7342); Newton Rx, LLC (9510); Lone Peak Rx, LLC (5973); Improve Rx, LLC (9120); New Jersey Rx, LLC (0035); Berkshire Pharmacy, LLC (9197); Health Saver Rx, LLC (7810); Best Rx, LLC (0346); Delaney Pharmacy, LLC (7497); New Life Pharmacy, LLC (8292); Skyline Health Services, LLC (6876); Stonybrook Pharmacy, LLC (7700); Woodward Drugs, LLC (2385); Bridgestone Pharmacy, LLC (5294); Brookhill Pharmacy, LLC (5296); Burbank Pharmacy, LLC (5227); Canyons Pharmacy, LLC (1744); Cheshire Pharmacy, LLC (6370); Conoly Pharmacy, LLC (0367); Cottonwood Pharmacy, LLC (5131); Galena Pharmacy, LLC (0672); Garnett Pharmacy, LLC (6505); Hawthorne Pharmacy, LLC (5345); Hazelwood Pharmacy, LLC (1088); Medina Pharmacy, LLC (8987); Raven Pharmacy, LLC (5671); Glendale Square Rx, Inc. (1022); Lockeford Rx, Inc. (1853); Pinnacle Pharmacy Solutions, LLC (9760); Riverfront Rx, LLC (7152); Riverbend Prescription Services, LLC (1862); Raven Pharmacy Holdings, LLC (2464); Bridgestone Pharmacy Holdings, LLC (2840); Crestwell Pharmacy Holdings, LLC (1503); Galena Pharmacy Holdings, LLC (8609); Geneva Rx Holdings, LLC (8247); Hawthorne Rx Holdings, LLC (9531); Woodward Rx Holdings, LLC (2173); Philadelphia Pharmacy Holdings, LLC (8526); Health Rx Holdings, LLC (0909); Canyon Medical, LLC (4915); Alliance Medical Administration, Inc. (2899); Ollin Pharmaceutical, LLC (9815); Alta Distributors, LLC (7407); Eat Great Café, LLC (2314); Alliance Health Networks, LLC (1815) (the “Debtors”). The Debtors’ mailing address is Uplift Rx, LLC, 15462 FM 529, Houston, TX 77095.

WHEREAS, on April 18, 2017, the Court entered an order requiring the appointment of a Chapter 11 trustee. Thereafter, the Office of the United States Trustee appointed Ronald L. Glass to serve as Chapter 11 Trustee, and the Court entered an order approving Mr. Glass's appointment;

WHEREAS, following the entry of the Court's order confirming of the Debtors' amended Chapter 11 plan, Mark Shapiro was appointed as Liquidating Trustee;

WHEREAS, prior to and after since his appointment, the TRUSTEE and the estate's Court-approved professionals have been investigating the business and financial affairs of the Debtors, including any and all potential legal and equitable claims under state and/or federal law (including bankruptcy law) in tort, contract, the common law, and statute, along with and any and all other potential claims and relief against B&F (collectively, the "Claims");

WHEREAS, the deadline for the TRUSTEE to commence certain claims will be expiring shortly, and the TRUSTEE's investigation is ongoing; and

WHEREAS, the Parties hereto have agreed to enter into this Agreement with respect to the Claims.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each of the Parties to this Agreement, the TRUSTEE and B&F stipulate and agree as follows:

1. All statutes of limitations and defenses based upon the passage of time that have not expired before the Effective Date including, without limitation, laches, applicable to any and all Claims by the TRUSTEE against B&F are and shall be tolled from the Effective Date through and including **January 31, 2020** at 11:59 p.m. ET, unless extended in writing by the Parties.

2. Should the TRUSTEE assert Claims against B&F by commencing an action or adversary proceeding, any and all such Claims shall be treated as if they were filed on the Effective Date for the purpose of any defense based on the failure of the TRUSTEE to timely file a claim, counterclaim, cross-claim, lawsuit, or other proceeding in law, equity, or otherwise against B&F.

3. Notwithstanding the foregoing, nothing in this Agreement shall revive any claim or cause of action that was time barred prior to the Effective Date, nor does this Agreement modify, abridge, effect, or constitute a waiver with respect to any defenses, including, without limitation, contract, notice, statutes of limitations and/or statutes of repose, laches, waiver, or other time-related defenses, to the extent such defenses were viable prior to the Effective Date.

4. Any notice to be provided under this Agreement shall be provided via electronic mail to the addressees and email addresses set forth below.

5. Nothing in this Agreement shall constitute an admission of liability or fault on the part of B&F.

6. By executing this Agreement, the TRUSTEE shall not be deemed to have (i) waived the application of the relation back doctrine, (ii) agreed to the viability of any defense or that any

statute of limitations and/or statute of repose has expired, or (iii) waived any defenses to any statute of limitations or other defenses based upon the passage of time.

7. This Agreement may be executed by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Any executed copy of this Agreement delivered by electronic mail or facsimile shall be deemed to be binding to the same extent as an original executed copy of this Agreement.

8. This Agreement may be modified or extended only by a writing signed by the applicable Parties.

9. The undersigned represent that they are authorized to execute this Agreement on behalf of the respective Parties for whom they have signed.

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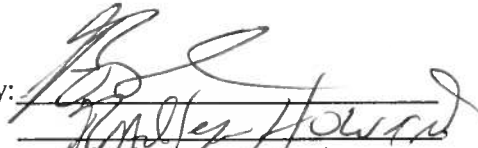
IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date stated in the preamble.

Mark Shapiro, Liquidating Trustee

By: 

David C. Cimo, Esq., *His Counsel*
Email: dcimo@cmmlawgroup.com
Jason S. Mazer, Esq.
Email: jmazer@cmmlawgroup.com
Marilee A. Mark, Esq.
Email: mmark@cmmlawgroup.com
Cimo Mazer Mark PLLC

Brown & Fortunato, P.C.

By: 
its authorized representative

Bradley W. Howard
bhoward@bf-law.com

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
(HOUSTON DIVISION)

CASE NO. 17-32186, et seq.
CHAPTER 11
(Jointly Administered)

In re:

UPLIFT RX, LLC, et al.,¹

Debtors.

FIRST AMENDMENT TO TOLLING AGREEMENT

THIS FIRST AMENDMENT TO TOLLING AGREEMENT (the “Agreement”) is made effective as of the 16th day of January, 2020 (the “Effective Date”), by and between the following parties: (i) Mark Shapiro (the “Trustee”), Liquidating Trustee for the Liquidating Trust for the post-confirmation estates of the above-captioned debtors (collectively, the “Debtors”); and (ii) Brown & Fortunato, P.C. (“B&F”) (the Trustee and B&F shall sometimes collectively be referred to herein as the “Parties”).


1. The Parties are engaged in confidential and privileged settlement discussions.
2. Pursuant to the prior signed tolling agreement executed by the Parties (the “Tolling Agreement”), the current Tolling Agreement deadline expires on January 31, 2020, at 11:59 p.m. ET.
3. In order to effectuate and facilitate continued settlement discussions, the Parties stipulate and agree that the Tolling Agreement deadline is hereby extended to **July 31, 2020 at 11:59 pm ET.**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtors’ federal tax identification number, as applicable, are: Uplift Rx, LLC (9306); Belle Pharmacy, LLC (0143); Alliance Medical Holdings, LLC (5945); Geneva Pharmacy, LLC (1929); Ohana Rx, LLC (1722); Benson Pharmacy, Inc. (6606); Kendall Pharmacy, Inc. (0825); Richardson Pharmacy, LLC (9566); Innovative Rx, LLC (9986); Charleston Rx, LLC (5852); On Track Rx, LLC (9021); Uinta Rx, LLC (7157); Goodman Pharmacy, LLC (9373); Brookside Rx, LLC (5927); Osceola Clinic Pharmacy, LLC (4886); Oak Creek Rx, LLC (9722); Waverly Pharmacy, LLC (7342); Newton Rx, LLC (9510); Lone Peak Rx, LLC (5973); Improve Rx, LLC (9120); New Jersey Rx, LLC (0035); Berkshire Pharmacy, LLC (9197); Health Saver Rx, LLC (7810); Best Rx, LLC (0346); Delaney Pharmacy, LLC (7497); New Life Pharmacy, LLC (8292); Skyline Health Services, LLC (6876); Stonybrook Pharmacy, LLC (7700); Woodward Drugs, LLC (2385); Bridgestone Pharmacy, LLC (5294); Brookhill Pharmacy, LLC (5296); Burbank Pharmacy, LLC (5227); Canyons Pharmacy, LLC (1744); Cheshire Pharmacy, LLC (6370); Conoly Pharmacy, LLC (0367); Cottonwood Pharmacy, LLC (5131); Galena Pharmacy, LLC (0672); Garnett Pharmacy, LLC (6505); Hawthorne Pharmacy, LLC (5345); Hazelwood Pharmacy, LLC (1088); Medina Pharmacy, LLC (8987); Raven Pharmacy, LLC (5671); Glendale Square Rx, Inc. (1022); Lockeford Rx, Inc. (1853); Pinnacle Pharmacy Solutions, LLC (9760); Riverfront Rx, LLC (7152); Riverbend Prescription Services, LLC (1862); Raven Pharmacy Holdings, LLC (2464); Bridgestone Pharmacy Holdings, LLC (2840); Crestwell Pharmacy Holdings, LLC (1503); Galena Pharmacy Holdings, LLC (8609); Geneva Rx Holdings, LLC (8247); Hawthorne Rx Holdings, LLC (9531); Woodward Rx Holdings, LLC (2173); Philadelphia Pharmacy Holdings, LLC (8526); Health Rx Holdings, LLC (0909); Canyon Medical, LLC (4915); Alliance Medical Administration, Inc. (2899); Ollin Pharmaceutical, LLC (9815); Alta Distributors, LLC (7407); Eat Great Cafe, LLC (2314); Alliance Health Networks, LLC (1815). The Debtors’ mailing address is Uplift Rx, LLC, 15462 FM 529, Houston, TX 77095.

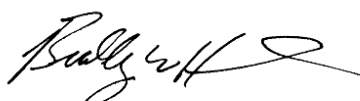
4. Except as otherwise modified herein, all others terms and conditions of the Tolling Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date stated in the preamble.

Mark Shapiro, Liquidating Trustee

By: 
David C. Cimo, Esq., *His Counsel*
Email: dcimo@cmmlawgroup.com
Jason S. Mazer, Esq.
Email: jmazer@cmmlawgroup.com
Marilee A. Mark, Esq.
Email: mmark@cmmlawgroup.com
Cimo Mazer Mark PLLC

Brown & Fortunato, P.C.

By: 
Bradley W. Howard
its authorized representative

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
(HOUSTON DIVISION)

CASE NO. 17-32186, et seq.
CHAPTER 11
(Jointly Administered)

In re:

UPLIFT RX, LLC, et al.,¹

Debtors.

_____ /

SECOND AMENDMENT TO TOLLING AGREEMENT

THIS SECOND AMENDMENT TO TOLLING AGREEMENT (the “Agreement”) is made effective as of the 19th day of June, 2020 (the “Effective Date”), by and between the following parties: (i) MARK SHAPIRO (the “Trustee”), Liquidating Trustee of the Liquidating Trust for the estates of the above-referenced jointly administered Debtors (collectively, the “Debtors”) and as assignee of the claims of LifeScan, Inc., Roche Diagnostics Corp., and Roche Diabetes Care, Inc. pursuant to that certain Stipulation by and between Lifescan, Roche, and the Trustee (A) Resolving Assertion of Privilege by Trustee and (B) Further Amending Liquidating Trust Agreement [Main Case ECF No. 1395]; and (ii) Brown & Fortunato, P.C. (“B&F”) (the Trustee and B&F shall sometimes collectively be referred to herein as the “Parties”).

1. The Parties are engaged in confidential and privileged settlement discussions.
2. Pursuant to the prior signed tolling agreement (previously as amended) executed by the Parties (the “Tolling Agreement”), the current Tolling Agreement deadline expires on July 31, 2020, at 11:59 p.m. ET.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtors’ federal tax identification number, as applicable, are: Uplift Rx, LLC (9306); Belle Pharmacy, LLC (0143); Alliance Medical Holdings, LLC (5945); Geneva Pharmacy, LLC (1929); Ohana Rx, LLC (1722); Benson Pharmacy, Inc. (6606); Kendall Pharmacy, Inc. (0825); Richardson Pharmacy, LLC (9566); Innovative Rx, LLC (9986); Charleston Rx, LLC (5852); On Track Rx, LLC (9021); Uinta Rx, LLC (7157); Goodman Pharmacy, LLC (9373); Brookside Rx, LLC (5927); Osceola Clinic Pharmacy, LLC (4886); Oak Creek Rx, LLC (9722); Waverly Pharmacy, LLC (7342); Newton Rx, LLC (9510); Lone Peak Rx, LLC (5973); Improve Rx, LLC (9120); New Jersey Rx, LLC (0035); Berkshire Pharmacy, LLC (9197); Health Saver Rx, LLC (7810); Best Rx, LLC (0346); Delaney Pharmacy, LLC (7497); New Life Pharmacy, LLC (8292); Skyline Health Services, LLC (6876); Stonybrook Pharmacy, LLC (7700); Woodward Drugs, LLC (2385); Bridgestone Pharmacy, LLC (5294); Brookhill Pharmacy, LLC (5296); Burbank Pharmacy, LLC (5227); Canyons Pharmacy, LLC (1744); Cheshire Pharmacy, LLC (6370); Conoly Pharmacy, LLC (0367); Cottonwood Pharmacy, LLC (5131); Galena Pharmacy, LLC (0672); Garnett Pharmacy, LLC (6505); Hawthorne Pharmacy, LLC (5345); Hazelwood Pharmacy, LLC (1088); Medina Pharmacy, LLC (8987); Raven Pharmacy, LLC (5671); Glendale Square Rx, Inc. (1022); Lockeford Rx, Inc. (1853); Pinnacle Pharmacy Solutions, LLC (9760); Riverfront Rx, LLC (7152); Riverbend Prescription Services, LLC (1862); Raven Pharmacy Holdings, LLC (2464); Bridgestone Pharmacy Holdings, LLC (2840); Crestwell Pharmacy Holdings, LLC (1503); Galena Pharmacy Holdings, LLC (8609); Geneva Rx Holdings, LLC (8247); Hawthorne Rx Holdings, LLC (9531); Woodward Rx Holdings, LLC (2173); Philadelphia Pharmacy Holdings, LLC (8526); Health Rx Holdings, LLC (0909); Canyon Medical, LLC (4915); Alliance Medical Administration, Inc. (2899); Ollin Pharmaceutical, LLC (9815); Alta Distributors, LLC (7407); Eat Great Cafe, LLC (2314); Alliance Health Networks, LLC (1815). The Debtors’ mailing address is Uplift Rx, LLC, 15462 FM 529, Houston, TX 77095.

3. In order to effectuate and facilitate continued settlement discussions, the Parties stipulate and agree that the Tolling Agreement deadline is hereby extended to **October 31, 2020 at 11:59 pm ET.**

4. Except as otherwise modified herein, all others terms and conditions of the Tolling Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date stated in the preamble.

Mark Shapiro, Liquidating Trustee

By:



David C. Cimo, Esq., *His Counsel*

Email: dcimo@cmmlawgroup.com

Jason S. Mazer, Esq.

Email: jmazer@cmmlawgroup.com

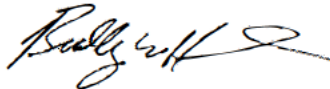
Marilee A. Mark, Esq.

Email: mmark@cmmlawgroup.com

Cimo Mazer Mark PLLC

Brown & Fortunato, P.C.

By:



Bradley W. Howard,
its authorized representative

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
(HOUSTON DIVISION)

In re:

UPLIFT RX, LLC, et al.,¹

Debtors.

CASE NO. 17-32186, et seq.
CHAPTER 11
(Jointly Administered)

THIRD AMENDMENT TO TOLLING AGREEMENT

THIS FIRST AMENDMENT TO TOLLING AGREEMENT (the “Agreement”) is made effective as of the 19th day of August, 2020 (the “Effective Date”), by and between the following parties: (i) MARK SHAPIRO, Liquidating Trustee of the Liquidating Trust for the estates of the above-referenced jointly administered Debtors (collectively, the “Debtors”) and as assignee of the claims of LifeScan, Inc., Roche Diagnostics Corp., and Roche Diabetes Care, Inc. pursuant to that certain Stipulation by and between Lifescan, Roche, and the Trustee (A) Resolving Assertion of Privilege by Trustee and (B) Further Amending Liquidating Trust Agreement [Main Case ECF No. 1395]; and (ii) Brown & Fortunato, P.C. (“B&F”) (the Trustee and B&F shall sometimes collectively be referred to herein as the “Parties”).

1. Pursuant to the prior signed tolling agreement (as previously amended) executed by the Parties (the “Tolling Agreement”), the current Tolling Agreement deadline expires on October 31, 2020, at 11:59 p.m. ET.

2. The Parties stipulate and agree that the Tolling Agreement deadline is hereby extended to **January 31, 2021 at 11:59 pm ET.**

3. Except as otherwise modified herein, all other terms and conditions of the Tolling Agreement shall remain in full force and effect.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtors' federal tax identification number, as applicable, are: Uplift Rx, LLC (9306); Belle Pharmacy, LLC (0143); Alliance Medical Holdings, LLC (5945); Geneva Pharmacy, LLC (1929); Ohana Rx, LLC (1722); Benson Pharmacy, Inc. (6606); Kendall Pharmacy, Inc. (0825); Richardson Pharmacy, LLC (9566); Innovative Rx, LLC (9986); Charleston Rx, LLC (5852); On Track Rx, LLC (9021); Uinta Rx, LLC (7157); Goodman Pharmacy, LLC (9373); Brookside Rx, LLC (5927); Osceola Clinic Pharmacy, LLC (4886); Oak Creek Rx, LLC (9722); Waverly Pharmacy, LLC (7342); Newton Rx, LLC (9510); Lone Peak Rx, LLC (5973); Improve Rx, LLC (9120); New Jersey Rx, LLC (0035); Berkshire Pharmacy, LLC (9197); Health Saver Rx, LLC (7810); Best Rx, LLC (0346); Delaney Pharmacy, LLC (7497); New Life Pharmacy, LLC (8292); Skyline Health Services, LLC (6876); Stonybrook Pharmacy, LLC (7700); Woodward Drugs, LLC (2385); Bridgestone Pharmacy, LLC (5294); Brookhill Pharmacy, LLC (5296); Burbank Pharmacy, LLC (5227); Canyons Pharmacy, LLC (1744); Cheshire Pharmacy, LLC (6370); Conoly Pharmacy, LLC (0367); Cottonwood Pharmacy, LLC (5131); Galena Pharmacy, LLC (0672); Garnett Pharmacy, LLC (6505); Hawthorne Pharmacy, LLC (5345); Hazelwood Pharmacy, LLC (1088); Medina Pharmacy, LLC (8987); Raven Pharmacy, LLC (5671); Glendale Square Rx, Inc. (1022); Lockeford Rx, Inc. (1853); Pinnacle Pharmacy Solutions, LLC (9760); Riverfront Rx, LLC (7152); Riverbend Prescription Services, LLC (1862); Raven Pharmacy Holdings, LLC (2464); Bridgestone Pharmacy Holdings, LLC (2840); Crestwell Pharmacy Holdings, LLC (1503); Galena Pharmacy Holdings, LLC (8609); Geneva Rx Holdings, LLC (8247); Hawthorne Rx Holdings, LLC (9531); Woodward Rx Holdings, LLC (2173); Philadelphia Pharmacy Holdings, LLC (8526); Health Rx Holdings, LLC (0909); Canyon Medical, LLC (4915); Alliance Medical Administration, Inc. (2899); Ollin Pharmaceutical, LLC (9815); Alta Distributors, LLC (7407); Eat Great Cafe, LLC (2314); Alliance Health Networks, LLC (1815). The Debtors' mailing address is Uplift Rx, LLC, 15462 FM 529, Houston, TX 77095.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date stated in the preamble.

Mark Shapiro, Liquidating Trustee

Brown & Fortunato, P.C.

By:

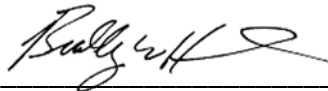


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Jason S. Mazer, Esq.
Email: jmazer@cmmlawgroup.com

Marilee A. Mark, Esq.
Email: mmark@cmmlawgroup.com
Cimo Mazer Mark PLLC

By:



Bradley W. Howard,
its authorized representative

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
(HOUSTON DIVISION)

In re:

UPLIFT RX, LLC, et al.,¹

Debtors.

CASE NO. 17-32186, et seq.
CHAPTER 11
(Jointly Administered)

FOURTH AMENDMENT TO TOLLING AGREEMENT

THIS FOURTH AMENDMENT TO TOLLING AGREEMENT (the “Agreement”) is made effective as of this 28th day of January, 2021 (the “Effective Date”), by and between the following parties: (i) MARK SHAPIRO, Liquidating Trustee of the Liquidating Trust for the estates of the above-referenced jointly administered Debtors (collectively, the “Debtors”) and as assignee of the claims of LifeScan, Inc., Roche Diagnostics Corp., and Roche Diabetes Care, Inc. pursuant to that certain Stipulation by and between Lifescan, Roche, and the Trustee (A) Resolving Assertion of Privilege by Trustee and (B) Further Amending Liquidating Trust Agreement [Main Case ECF No. 1395]; and (ii) Brown & Fortunato, P.C. (“B&F”) (the Trustee and B&F shall sometimes collectively be referred to herein as the “Parties”).

1. Pursuant to the prior signed tolling agreement (as previously amended) executed by the Parties (the “Tolling Agreement”), the current Tolling Agreement deadline expires on January 31, 2021, at 11:59 p.m. ET.

2. The Parties stipulate and agree that the Tolling Agreement deadline is hereby extended to **March 31, 2021 at 11:59 pm ET.**


3. Except as otherwise modified herein, all others terms and conditions of the Tolling Agreement shall remain in full force and effect.


¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtors' federal tax identification number, as applicable, are: Uplift Rx, LLC (9306); Belle Pharmacy, LLC (0143); Alliance Medical Holdings, LLC (5945); Geneva Pharmacy, LLC (1929); Ohana Rx, LLC (1722); Benson Pharmacy, Inc. (6606); Kendall Pharmacy, Inc. (0825); Richardson Pharmacy, LLC (9566); Innovative Rx, LLC (9986); Charleston Rx, LLC (5852); On Track Rx, LLC (9021); Uinta Rx, LLC (7157); Goodman Pharmacy, LLC (9373); Brooks Rx, LLC (5927); Osceola Clinic Pharmacy, LLC (4886); Oak Creek Rx, LLC (9722); Waverly Pharmacy, LLC (7342); Newton Rx, LLC (9510); Lone Peak Rx, LLC (5973); Improve Rx, LLC (9120); New Jersey Rx, LLC (0035); Berkshire Pharmacy, LLC (9197); Health Saver Rx, LLC (7810); Best Rx, LLC (0346); Delaney Pharmacy, LLC (7497); New Life Pharmacy, LLC (8292); Skyline Health Services, LLC (6876); Stonybrook Pharmacy, LLC (7700); Woodward Drugs, LLC (2385); Bridgestone Pharmacy, LLC (5294); Brookhill Pharmacy, LLC (5296); Burbank Pharmacy, LLC (5227); Canyons Pharmacy, LLC (1744); Cheshire Pharmacy, LLC (6370); Conoly Pharmacy, LLC (0367); Cottonwood Pharmacy, LLC (5131); Galena Pharmacy, LLC (0672); Garnett Pharmacy, LLC (6505); Hawthorne Pharmacy, LLC (5345); Hazelwood Pharmacy, LLC (1088); Medina Pharmacy, LLC (8987); Raven Pharmacy, LLC (5671); Glendale Square Rx, Inc. (1022); Lockeford Rx, Inc. (1853); Pinnacle Pharmacy Solutions, LLC (9760); Riverfront Rx, LLC (7152); Riverbend Prescription Services, LLC (1862); Raven Pharmacy Holdings, LLC (2464); Bridgestone Pharmacy Holdings, LLC (2840); Crestwell Pharmacy Holdings, LLC (1503); Galena Pharmacy Holdings, LLC (8609); Geneva Rx Holdings, LLC (8247); Hawthorne Rx Holdings, LLC (9531); Woodward Rx Holdings, LLC (2173); Philadelphia Pharmacy Holdings, LLC (8526); Health Rx Holdings, LLC (0909); Canyon Medical, LLC (4915); Alliance Medical Administration, Inc. (2899); Ollin Pharmaceutical, LLC (9815); Alta Distributors, LLC (7407); Eat Great Cafe, LLC (2314); Alliance Health Networks, LLC (1815). The Debtors' mailing address is Uplift Rx, LLC, 15462 FM 529, Houston, TX 77095.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date stated in the preamble.

Mark Shapiro, Liquidating Trustee

Brown & Fortunato, P.C.

By: 
David C. Cimo, Esq., *His Counsel*
Email: dcimo@cmmlawgroup.com
Jason S. Mazer, Esq.
Email: jmazer@cmmlawgroup.com
Marilee A. Mark, Esq.
Email: mmark@cmmlawgroup.com
Cimo Mazer Mark PLLC

By: 
Bradley W. Howard,
its authorized representative

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
(HOUSTON DIVISION)

In re:

UPLIFT RX, LLC, et al.,¹

Debtors.

CASE NO. 17-32186, et seq.
CHAPTER 11
(Jointly Administered)

FIFTH AMENDMENT TO TOLLING AGREEMENT

THIS FIFTH AMENDMENT TO TOLLING AGREEMENT (the “Agreement”) is made effective as of this 15th day of March, 2021 (the “Effective Date”), by and between the following parties: (i) MARK SHAPIRO, Liquidating Trustee of the Liquidating Trust for the estates of the above-referenced jointly administered Debtors (collectively, the “Debtors”) and as assignee of the claims of LifeScan, Inc., Roche Diagnostics Corp., and Roche Diabetes Care, Inc. pursuant to that certain Stipulation by and between Lifescan, Roche, and the Trustee (A) Resolving Assertion of Privilege by Trustee and (B) Further Amending Liquidating Trust Agreement [Main Case ECF No. 1395]; and (ii) BROWN & FORTUNATO, P.C. (“B&F”) (the Trustee and B&F shall sometimes collectively be referred to herein as the “Parties”).

1. Pursuant to the prior signed tolling agreement (as previously amended) executed by the Parties (the “Tolling Agreement”), the current Tolling Agreement deadline expires on March 31, 2021, at 11:59 p.m. ET.

2. The Parties stipulate and agree that the Tolling Agreement deadline is hereby extended to **May 31, 2021 at 11:59 pm ET.**


3. Except as otherwise modified herein, all other terms and conditions of the Tolling Agreement shall remain in full force and effect.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtors' federal tax identification number, as applicable, are: Uplift Rx, LLC (9306); Belle Pharmacy, LLC (0143); Alliance Medical Holdings, LLC (5945); Geneva Pharmacy, LLC (1929); Ohana Rx, LLC (1722); Benson Pharmacy, Inc. (6606); Kendall Pharmacy, Inc. (0825); Richardson Pharmacy, LLC (9566); Innovative Rx, LLC (9986); Charleston Rx, LLC (5852); On Track Rx, LLC (9021); Uinta Rx, LLC (7157); Goodman Pharmacy, LLC (9373); Brooks Rx, LLC (5927); Osceola Clinic Pharmacy, LLC (4886); Oak Creek Rx, LLC (9722); Waverly Pharmacy, LLC (7342); Newton Rx, LLC (9510); Lone Peak Rx, LLC (5973); Improve Rx, LLC (9120); New Jersey Rx, LLC (0035); Berkshire Pharmacy, LLC (9197); Health Saver Rx, LLC (7810); Best Rx, LLC (0346); Delaney Pharmacy, LLC (7497); New Life Pharmacy, LLC (8292); Skyline Health Services, LLC (6876); Stonybrook Pharmacy, LLC (7700); Woodward Drugs, LLC (2385); Bridgestone Pharmacy, LLC (5294); Brookhill Pharmacy, LLC (5296); Burbank Pharmacy, LLC (5227); Canyons Pharmacy, LLC (1744); Cheshire Pharmacy, LLC (6370); Conoly Pharmacy, LLC (0367); Cottonwood Pharmacy, LLC (5131); Galena Pharmacy, LLC (0672); Garnett Pharmacy, LLC (6505); Hawthorne Pharmacy, LLC (5345); Hazelwood Pharmacy, LLC (1088); Medina Pharmacy, LLC (8987); Raven Pharmacy, LLC (5671); Glendale Square Rx, Inc. (1022); Lockeford Rx, Inc. (1853); Pinnacle Pharmacy Solutions, LLC (9760); Riverfront Rx, LLC (7152); Riverbend Prescription Services, LLC (1862); Raven Pharmacy Holdings, LLC (2464); Bridgestone Pharmacy Holdings, LLC (2840); Crestwell Pharmacy Holdings, LLC (1503); Galena Pharmacy Holdings, LLC (8609); Geneva Rx Holdings, LLC (8247); Hawthorne Rx Holdings, LLC (9531); Woodward Rx Holdings, LLC (2173); Philadelphia Pharmacy Holdings, LLC (8526); Health Rx Holdings, LLC (0909); Canyon Medical, LLC (4915); Alliance Medical Administration, Inc. (2899); Ollin Pharmaceuticals, LLC (9815); Alta Distributors, LLC (7407); Eat Great Cafe, LLC (2314); Alliance Health Networks, LLC (1815). The Debtors' mailing address is Uplift Rx, LLC, 15462 FM 529, Houston, TX 77095.

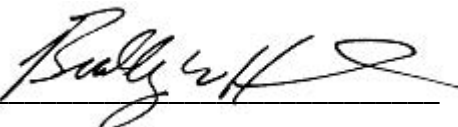
IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date stated in the preamble.

Mark Shapiro, Liquidating Trustee

Brown & Fortunato, P.C.

By: 

David C. Cimo, Esq., *His Counsel*
Email: dcimo@cmmlawgroup.com
Jason S. Mazer, Esq.
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Cimo Mazer Mark PLLC

By: 

Bradley W. Howard
its authorized representative

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
(HOUSTON DIVISION)

In re:

UPLIFT RX, LLC, et al.,¹

Debtors.

CASE NO. 17-32186, et seq.
CHAPTER 11
(Jointly Administered)

SIXTH AMENDMENT TO TOLLING AGREEMENT

THIS SIXTH AMENDMENT TO TOLLING AGREEMENT (the “Agreement”) is made effective as of this 4th day of May, 2021 (the “Effective Date”), by and between the following parties: (i) MARK SHAPIRO, Liquidating Trustee of the Liquidating Trust for the estates of the above-referenced jointly administered Debtors (collectively, the “Debtors”) and as assignee of the claims of LifeScan, Inc., Roche Diagnostics Corp., and Roche Diabetes Care, Inc. pursuant to that certain Stipulation by and between Lifescan, Roche, and the Trustee (A) Resolving Assertion of Privilege by Trustee and (B) Further Amending Liquidating Trust Agreement [Main Case ECF No. 1395]; and (ii) BROWN & FORTUNATO, P.C. (“B&F”) (the Trustee and B&F shall sometimes collectively be referred to herein as the “Parties”).

1. Pursuant to the prior signed tolling agreement (as previously amended) executed by the Parties (the “Tolling Agreement”), the current Tolling Agreement deadline expires on May 31, 2021, at 11:59 p.m. ET.

2. The Parties stipulate and agree that the Tolling Agreement deadline is hereby extended to **July 31, 2021 at 11:59 pm ET.**

3. Except as otherwise modified herein, all other terms and conditions of the Tolling Agreement shall remain in full force and effect.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtors' federal tax identification number, as applicable, are: Uplift Rx, LLC (9306); Belle Pharmacy, LLC (0143); Alliance Medical Holdings, LLC (5945); Geneva Pharmacy, LLC (1929); Ohana Rx, LLC (1722); Benson Pharmacy, Inc. (6606); Kendall Pharmacy, Inc. (0825); Richardson Pharmacy, LLC (9566); Innovative Rx, LLC (9986); Charleston Rx, LLC (5852); On Track Rx, LLC (9021); Uinta Rx, LLC (7157); Goodman Pharmacy, LLC (9373); Brooks Rx, LLC (5927); Osceola Clinic Pharmacy, LLC (4886); Oak Creek Rx, LLC (9722); Waverly Pharmacy, LLC (7342); Newton Rx, LLC (9510); Lone Peak Rx, LLC (5973); Improve Rx, LLC (9120); New Jersey Rx, LLC (0035); Berkshire Pharmacy, LLC (9197); Health Saver Rx, LLC (7810); Best Rx, LLC (0346); Delaney Pharmacy, LLC (7497); New Life Pharmacy, LLC (8292); Skyline Health Services, LLC (6876); Stonybrook Pharmacy, LLC (7700); Woodward Drugs, LLC (2385); Bridgestone Pharmacy, LLC (5294); Brookhill Pharmacy, LLC (5296); Burbank Pharmacy, LLC (5227); Canyons Pharmacy, LLC (1744); Cheshire Pharmacy, LLC (6370); Conoly Pharmacy, LLC (0367); Cottonwood Pharmacy, LLC (5131); Galena Pharmacy, LLC (0672); Garnett Pharmacy, LLC (6505); Hawthorne Pharmacy, LLC (5345); Hazelwood Pharmacy, LLC (1088); Medina Pharmacy, LLC (8987); Raven Pharmacy, LLC (5671); Glendale Square Rx, Inc. (1022); Lockeford Rx, Inc. (1853); Pinnacle Pharmacy Solutions, LLC (9760); Riverfront Rx, LLC (7152); Riverbend Prescription Services, LLC (1862); Raven Pharmacy Holdings, LLC (2464); Bridgestone Pharmacy Holdings, LLC (2840); Crestwell Pharmacy Holdings, LLC (1503); Galena Pharmacy Holdings, LLC (8609); Geneva Rx Holdings, LLC (8247); Hawthorne Rx Holdings, LLC (9531); Woodward Rx Holdings, LLC (2173); Philadelphia Pharmacy Holdings, LLC (8526); Health Rx Holdings, LLC (0909); Canyon Medical, LLC (4915); Alliance Medical Administration, Inc. (2899); Ollin Pharmaceutical, LLC (9815); Alta Distributors, LLC (7407); Eat Great Cafe, LLC (2314); Alliance Health Networks, LLC (1815). The Debtors' mailing address is Uplift Rx, LLC, 15462 FM 529, Houston, TX 77095.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date stated in the preamble.

Mark Shapiro, Liquidating Trustee

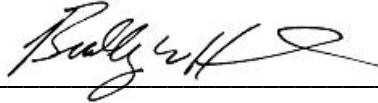
Brown & Fortunato, P.C.

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Cimo Mazer Mark PLLC

By:



Bradley W. Howard,
its authorized representative

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
(HOUSTON DIVISION)

In re:

UPLIFT RX, LLC, et al.,¹

Debtors.

CASE NO. 17-32186, et seq.
CHAPTER 11
(Jointly Administered)

SEVENTH AMENDMENT TO TOLLING AGREEMENT

THIS SEVENTH AMENDMENT TO TOLLING AGREEMENT (the “Agreement”) is made effective as of this 26th day of July, 2021 (the “Effective Date”), by and between the following parties: (i) MARK SHAPIRO, Liquidating Trustee of the Liquidating Trust for the estates of the above-referenced jointly administered Debtors (collectively, the “Debtors”) and as assignee of the claims of LifeScan, Inc., Roche Diagnostics Corp., and Roche Diabetes Care, Inc. pursuant to that certain Stipulation by and between Lifescan, Roche, and the Trustee (A) Resolving Assertion of Privilege by Trustee and (B) Further Amending Liquidating Trust Agreement [Main Case ECF No. 1395]; and (ii) BROWN & FORTUNATO, P.C. (“B&F”) (the Trustee and B&F shall sometimes collectively be referred to herein as the “Parties”).

1. Pursuant to the prior signed tolling agreement (as previously amended) executed by the Parties (the “Tolling Agreement”), the current Tolling Agreement deadline expires on July 31, 2021, at 11:59 p.m. ET.

2. The Parties stipulate and agree that the Tolling Agreement deadline is hereby extended to **October 31, 2021 at 11:59 pm ET.**


3. Except as otherwise modified herein, all other terms and conditions of the Tolling Agreement shall remain in full force and effect.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtors' federal tax identification number, as applicable, are: Uplift Rx, LLC (9306); Belle Pharmacy, LLC (0143); Alliance Medical Holdings, LLC (5945); Geneva Pharmacy, LLC (1929); Ohana Rx, LLC (1722); Benson Pharmacy, Inc. (6606); Kendall Pharmacy, Inc. (0825); Richardson Pharmacy, LLC (9566); Innovative Rx, LLC (9986); Charleston Rx, LLC (5852); On Track Rx, LLC (9021); Uinta Rx, LLC (7157); Goodman Pharmacy, LLC (9373); Brookside Rx, LLC (5927); Osceola Clinic Pharmacy, LLC (4886); Oak Creek Rx, LLC (9722); Waverly Pharmacy, LLC (7342); Newton Rx, LLC (9510); Lone Peak Rx, LLC (5973); Improve Rx, LLC (9120); New Jersey Rx, LLC (0035); Berkshire Pharmacy, LLC (9197); Health Saver Rx, LLC (7810); Best Rx, LLC (0346); Delaney Pharmacy, LLC (7497); New Life Pharmacy, LLC (8292); Skyline Health Services, LLC (6876); Stonybrook Pharmacy, LLC (7700); Woodward Drugs, LLC (2385); Bridgestone Pharmacy, LLC (5294); Brookhill Pharmacy, LLC (5296); Burbank Pharmacy, LLC (5227); Canyons Pharmacy, LLC (1744); Cheshire Pharmacy, LLC (6370); Conoly Pharmacy, LLC (0367); Cottonwood Pharmacy, LLC (5131); Galena Pharmacy, LLC (0672); Garnett Pharmacy, LLC (6505); Hawthorne Pharmacy, LLC (5345); Hazelwood Pharmacy, LLC (1088); Medina Pharmacy, LLC (8987); Raven Pharmacy, LLC (5671); Glendale Square Rx, Inc. (1022); Lockeford Rx, Inc. (1853); Pinnacle Pharmacy Solutions, LLC (9760); Riverfront Rx, LLC (7152); Riverbend Prescription Services, LLC (1862); Raven Pharmacy Holdings, LLC (2464); Bridgestone Pharmacy Holdings, LLC (2840); Crestwell Pharmacy Holdings, LLC (1503); Galena Pharmacy Holdings, LLC (8609); Geneva Rx Holdings, LLC (8247); Hawthorne Rx Holdings, LLC (9531); Woodward Rx Holdings, LLC (2173); Philadelphia Pharmacy Holdings, LLC (8526); Health Rx Holdings, LLC (0909); Canyon Medical, LLC (4915); Alliance Medical Administration, Inc. (2899); Ollin Pharmaceutical, LLC (9815); Alta Distributors, LLC (7407); Eat Great Cafe, LLC (2314); Alliance Health Networks, LLC (1815). The Debtors' mailing address is Uplift Rx, LLC, 15462 FM 529, Houston, TX 77095.


IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date stated in the preamble.

Mark Shapiro, Liquidating Trustee

Brown & Fortunato, P.C.

By: 

David C. Cimo, Esq., *His Counsel*
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Email: mmark@cmmlawgroup.com
Cimo Mazer Mark PLLC

By: 

Bradley Howard
its authorized representative